

EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

MICKEY J. BERGERON, individually and
on behalf of all others similarly situated,
Plaintiff,

No.: 2:15-CV-01006-CB

v.

JURY TRIAL DEMANDED

BENTON ENERGY SERVICE COMPANY,
Defendant.

AFFIDAVIT OF ESCO BENTON, III

State of Louisiana
Parish of Terrebonne

BEFORE ME, the undersigned Notary, on this 1st day of February, 2017, personally appeared **ESCO BENTON, III**, known to me to be a credible person and of lawful age, who being by me first duly sworn, on his oath, deposes and says the following:

1. I am the Chief Operating Officer ("COO") of Benton Energy Service Company (hereinafter, "BESCO").
2. I acted on behalf of BESCO and participated in the medication of the above-referenced lawsuit.
3. On behalf of BESCO, I authorized Attorney Phillip J. Binotto, Jr., of the law firm of Steptoe & Johnson PLLC, to execute a Joint Stipulation and Settlement Agreement of Collective Action Claims (hereinafter, "Settlement Agreement").
4. I understood the terms of the Settlement Agreement, and I authorized its execution in good faith with the expectation that BESCO would be able to abide by its terms, including payment of the settlement fund and attorneys' fees contained therein.
5. Numerous BESCO customers have not paid their bills for services provided by BESCO.
6. As a result, BESCO's accounts receivables have accumulated to an amount in the six-figures.
7. Additionally, as a result of the delinquent accounts receivables, BESCO's current cash on hand has been drastically depleted.
8. BESCO has made significant efforts to collect the accounts receivables, including executing liens of various wells operated by its customers.

9. Currently, BESCO has a negative net income.
10. I have visited with, spoken with, and consulted BESCO's customers regarding payment of their outstanding bills.
11. At the end of 2016, a number of BESCO's customers assured me that payment would be tendered to BESCO by the beginning of 2017.
12. However, BESCO did not receive payment from its customers in January 2017, and payment remains outstanding.
13. BESCO intends to fully comply with the Settlement Agreement and tender payment accordingly once it receives payment from its customers.
14. Until payment from BESCO's customers is received, BESCO's available cash will continue to diminish and remain inadequate to satisfy the payments required by the Settlement Agreement.

I have read this Affidavit consisting of two (2) pages, and it is true and correct to the best of my knowledge, information, and belief.

FURTHER AFFIANT SAYETH NOT.



Esco Benton, III

On this 1st day of February, 2017, before me personally appeared Esco Benton, III, to me know to be the person described in and who executed the foregoing instrument, and acknowledged that he executed it at his free act and deed.



Notary Public

State of Louisiana, Parish of Terrebonne

My Commission Expires: Commission is for Life

